



REQUEST FOR PROPOSALS

Title: ARCHITECTURAL AND ENGINEERING SERVICES FOR THE
DESIGN OF THE STAFFORD COUNTY ANIMAL SHELTER

RFP No: 730154

FOR PROFESSIONAL SERVICES



Board of Supervisors

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County Administrator

July 1, 2015

REQUEST FOR PROPOSAL

RFP #730154

Sealed negotiable Proposals (**RFP #730154**) Architectural and Engineering Services for the Design of the Stafford County Animal Shelter for the County of Stafford will be accepted until **4:00 P.M., Thursday, July 30, 2015**, at which time they will be opened in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

Please be observant of all proposal instructions and specifications. Should any questions arise concerning this Proposal, contact the Purchasing Office at (540) 658-8611.

Stafford County reserves the right to accept or reject, in whole or part, any and all Proposals and to waive informalities.

Anita Perrow
Purchasing Manager



ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF THE STAFFORD COUNTY ANIMAL SHELTER

RFP #730154

BACKGROUND

1. INTRODUCTION

1.1 Purpose

The County of Stafford, Virginia is seeking sealed proposals from qualified Architectural and Engineering (A&E) firms with previous experience in the design, engineering, and construction administration of a new animal shelter. The new Animal Shelter is to be located on portion of a 37-acre parcel owned by Stafford County. Stafford County parcel #38 86A has access off Wyche Road as well as Route 1 – Jefferson Davis Highway road frontage (see Attachment 2).

The selected firm will be requested to design the new Animal Shelter from start to finish including construction documents and cost estimates. Due to the special requirements of an Animal Shelter, only firms having experience in the design and engineering of an Animal Shelter will be considered. The Proposer shall have proven experience with and knowledge of the comprehensive animal care laws of the Commonwealth of Virginia to include *Rules and Regulations, 2 VAC 5-110-10 through 2 VAC 5-110-110 Guidelines Pertaining to A Pound or Enclosure to be Maintained by Each County or City, Virginia Department of Agriculture and Consumer Services, Division of Animal Industry Services, Office of Veterinary Services.*

It is the County's desire to include recommended LEED elements but not seek the certification. The purpose of the new Animal Shelter is for impounding or sheltering all seized, stray, homeless, abandoned, unwanted, or surrendered companion animals within Stafford County. The new Animal Shelter will be an operationally efficient and cost effective facility with sufficient space for present and future needs. The facility design should optimize use of the site, minimize construction costs and impacts to the environment, and minimize sounds and lighting impact on neighboring properties.

Technical Proposals shall be based on the requirements described herein. All interested qualified firms or teams of firms are invited to submit a formal proposal with pricing information to accomplish the Scope of Work described herein, in conformance with the prescribed format.

While every effort has been made to ensure the accuracy and completeness of information in this RFP we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the County.

Proposers are advised that the contents of this RFP and the successful Proposer's Technical and any Cost Proposals, as submitted or negotiated, will be incorporated into the resultant contract. It is expressly understood that all costs associated with the

preparation of the RFP, technical and cost proposal, are to be borne by the Proposer and the submission of such Proposals in no way obligates the County of Stafford to any Proposer.

**ARCHITECTURAL AND ENGINEERING SERVICES FOR THE
DESIGN OF THE STAFFORD COUNTY ANIMAL SHELTER**

RFP #730154

2. GENERAL INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

- (a) Proposals must be received by the office of:

Stafford County Administration Center
Purchasing Office
1300 Courthouse Road
P. O. Box 339
Stafford, Virginia 22555-0339

- (b) on or before the following date and time:

Time: 4:00 P.M., local prevailing time
Date: Thursday, July 30, 2015

Submissions by fax [or email] will not be accepted. There will be no extension to the Closing Time for the submission of proposals.

2.2 Signature

- (a) All Proposals shall be signed in ink by authorized principals of the Firm and must be received in sealed envelope with the statement,

**“Proposal Enclosed – RFP 730154
Architectural and Engineering Services for the Design of
the Stafford County Animal Shelter”
Closing Date / Time: Thursday, July 30, 2015**

2.3 Information Meeting

No Information Meeting will be held. It is the responsibility of the Proponent to familiarize themselves with this Request for Proposal and the proposed site where the Animal Shelter will be built.

2.4 Number of Copies

- (a) **Technical Proposal: One (1) original, clearly marked,** four (4) copies of the Technical Proposal, and one copy in WORD or PDF format on CD must be received in the Purchasing Office before the opening time stated in the Request for Proposal.

2.5 Late Proposals

Technical Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

2.6 Communication with the County

Proposers are advised that from the date this RFP is issued until the award of the Contract, no contact with County personnel related to this solicitation is permitted, except as authorized by the Purchasing Manager.

2.7 Inquiries

All inquiries related to this RFP should be directed **in writing only** to the persons named below. **No interpretation of the meaning of the Contract Documents will be made to any Proposer orally.**

Requests for information regarding technical matters on this Proposal should be directed to:

Kathleen Kent Fox
Construction Project Manager
Stafford County Department of Works
1300 Courthouse Road
P.O. Box 339
Stafford, Virginia 22555-0339
Telephone: (540) 658-7300
Kfox@staffordcountyva.gov

Requests for information regarding contractual matters should be directed to:

County of Stafford
Purchasing Office
1300 Courthouse Road
P.O. Box 339
Stafford, Virginia 22555-0339
Telephone: (540) 658-8611
APerrow@staffordcountyva.gov

Every request for such interpretation should be in writing addressed to Kathleen K. Fox, kfox@staffordcountyva.gov, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the Bids.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda which, if issued, will be posted on the Stafford County Purchasing Website <http://staffordcountyva.gov/Bids.aspx?CatID=23>) not later than five (5) days prior to the date fixed for receiving of RFP's. Failure of any Proposer to receive any such

Addenda or interpretation shall not relieve said Proposer from obligation under the Proposal as submitted. All Addenda so issued shall become part of the Contract Documents

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the County Representative. If the County determines that an amendment is required to this RFP, the County Representative will issue an addendum. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.8 Addenda

If the County determines that an amendment is required to this RFP, the County will post a written addendum on the County website at www.staffordcountyva.gov and upon posting will be deemed to form part of this RFP. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the County Website.

2.9 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

The contents of the Proposal submitted by the successful Proponent and this RFP will become part of any contract awarded as a result of these specifications. The successful Firm will be expected to sign a contract with Stafford County. Additional terms and provisions will be included in the Contract.

2.10 Opening of Proposals

Attendance at the opening of Proposals shall be limited to the Evaluation Committee. No late Proposals shall be accepted. **The Offeror is solely responsible for the delivery of their Proposal to the correct office at the date and time specified herein.**

2.11 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the County Website and not to the County Representative.

2.12 Informalities

Stafford County reserves the right to accept or reject, in whole or part, any and all Proposals received and to waive informalities.

2.13 Binding

Proposals shall be binding for one hundred twenty (120) days following the Proposal opening date.

2.14 Proprietary Information

Proprietary information will not be disclosed during the selection process. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. Offerors shall submit, in a separate section of the proposal, any information considered by the offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal to proprietary or trade secret information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

2.15 Officers / Principals of Firm

Each Proposer is required to state in the Proposal, their name and place of residence and the names of all persons interested with him; in the case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the Proposer.

2.16 Proposal Withdrawal

- (a) The Proposer may withdraw his Proposal from consideration if the service proposed was substantially different than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error, or an unintentional omission of a quantity of work, labor, or materials made directly in the compilation of the proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the proposal sought to be withdrawn.
- (b) The following is the procedure for withdraw of Proposal:
 - (1) The Proposer must give notice in writing of his claim of the right to withdraw his Proposal within two (2) business days after the conclusion of the Proposal opening procedure.
 - (2) No Proposal may be withdrawn under this section when the result would be the awarding of the Contract on another Bid of the same Bidder.
 - (3) No Proposer who is permitted to withdraw a Proposal shall for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted, without

the approval of Stafford County. The person or firm to whom the Contract was awarded and the withdrawing offeror are jointly liable to Stafford County in an amount equal to any compensation paid to, or for the benefit of, the withdrawing Proposer without such approval.

2.17 Insurance

The Contractor shall maintain insurance to protect Stafford County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this contract, whether such operations by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to Contractor himself and to Contractor's employees, Agents, Subcontractors and guest, third parties or otherwise, incident to or resulting from any all operations performed by contractor under the terms of this Contract.

In addition to any other forms of insurance for bonds required under Contracts and Specifications pertaining to this project, Stafford County shall require any vendor to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverages. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the Subcontractor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements are as follows:

1. Workers' Compensation.
2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$2,000,000 combined single limits.
3. Comprehensive General Liability:

Bodily injury liability insurance shall have limits of \$2,000,000 per occurrence.

Property damage liability insurance shall have limits of \$2,000,000 per occurrence.

Additional Insured: Stafford County shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above.

If an "ACORD" Insurance Certificate form is used by the Consultant's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

The Consultant agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

Engineers Professional Liability: "Errors and Omissions" coverage in the amount of two million dollars (\$2,000,000) shall be provided.

2.18 Discrimination

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia §2.2-4343.1 or against any Proponent because of race, religion, sex, national origin, age, disability, or any other basis prohibited under state law relating to discrimination in employment.

2.19 Hold Harmless Clause

The Contractor shall, during the terms of the Contract including any warranty period, indemnify, defend and hold harmless Stafford County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of damage arising out of the negligent acts, errors, or omissions, recklessness, or intentionally wrong conduct of the Contractor or his employees.

2.20 Safety

All Contractors and Subcontractors performing services for the Stafford County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.21 Notice of Required Disability Legislation Compliance

Stafford County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

2. Specifically, Stafford County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of

State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

2.22 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by Stafford County. A copy of these provisions may be obtained from the Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the County, its elected or appointed officials or employees. The County may rely on such disclosure. The Firm must state that its Proposal was made without connection with any other person, company or parties making a similar Proposal and that it is in all respects fair and in good faith without collusion or fraud.

2.23 Employment Discrimination by Contractors Prohibited

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

During the performance of this Contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- (d) The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

2.24 Drug-free Workplace

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

During the performance of this Contract, the Contractor agrees to:

- (i) provide a drug-free workplace for the Contractor's employees;
- (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and
- (iv) include the provisions of the foregoing clauses in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

2.25 Exemption from Taxes

Stafford County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by Stafford County on request.

2.26 Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the County Administrator or his designee.

2.27 Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of Stafford County. The Firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights ,title, or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by Stafford County.

2.28 Debarment

By submitting a Proposal, the Proposer is certifying that he is not currently debarred by the County. The County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia.

Each Bidder or Proponent shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the Contract.

2.29 Immigration Reform and Control Act of 1986

By accepting a Contract award, Vendor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

2.30 Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Proponent that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Proponent is not required to be so authorized. Any Bidder or Proponent described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

2.31 W-9 Form

Each Bidder or Offer will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your Firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

2.32 Contract Administration

This Contract will be administered by the Stafford County Department of Public Works.

2.33 Terminology

Terminology used in this Request for Proposal might imply or denote a particular Vendor. The terminology used and the organization of the RFP is not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the Firm in these situations.

2.34 Licensing Agreement

Any licensing agreement required by the Firm must be fully described.

2.35 Termination

Subject to the provisions below, the Contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval by Stafford County until said work or services are completed and accepted.

(a) Termination for Convenience

In the event that this Contract is terminated or canceled upon request and for convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

(b) Termination for Cause

Termination by the Stafford County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

**ARCHITECTURAL AND ENGINEERING SERVICES FOR THE
DESIGN OF THE STAFFORD COUNTY ANIMAL SHELTER**

RFP #730154

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Package

All Proposals shall be signed in ink by authorized principals of the Firm and must be received in sealed envelope with the statement,

**“Proposal Enclosed – RFP #730154
Architectural and Engineering Services for the Design of
the Stafford County Animal Shelter”
Closing Date / Time: Thursday, July 30, 2015**

3.2 Form of Proposal

Proponents should complete the form of Proposal attached as Appendix C, including Appendix C-1 to C-6. Proponents are encouraged to respond to the items listed in Appendix C-1 to C-6 in the order listed. Proponents are encouraged to use the forms provided, unless otherwise stated.

3.3 Signature

The legal name of the person or firm submitting the Proposal should be inserted in Appendix C. The Proposal should be signed by a person authorized to sign on behalf of the Proponent.

3.4 If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.

3.5 If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the County that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.

3.6 If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

3.7 User List

Firms are required to furnish the issuing office with a list of all locations in local governments in Virginia and nearby states that are using the same service and the name, address, and telephone number of a contact person.

**ARCHITECTURAL AND ENGINEERING SERVICES FOR THE
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4 EVALUATION AND SELECTION

4.1 Evaluation Team

The Evaluation Committee may include representatives from several County Departments and/or Agencies. **No individual meetings or visits will be scheduled with any prospective Offeror before the submission of proposals.**

4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the County, using the following criteria:

Proponent's are to make written Proposals that are concise, **not to exceed 75 numbered pages**, excluding table of contents and appendices. Submittal shall be prepared simply and economically, providing a straightforward, concise description of the Firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. Proponent's shall provide each of the following items below in the order presented. Failure to include any of the requested information may be cause for the Proposal to be considered non-responsive and rejected.

- a) Signature Page
- b) Table of Contents
- c) Management Skills and Technical Expertise
 - (1) Identification of Project Manager along with resume and portfolio of related projects
 - (2) Staffing Plan including a description of how Project Managers and Senior Professionals oversee the work of Project Staff
 - (3) Resumes of key project staff to include sub-consultants that will be **assigned** to this project.
 - (4) Identify sub-consultants and previous working experience with sub-consultants identified in proposal. Sub-consultants shall conform, in all respects, to the applicable provisions specified for the prime Consultant and shall further be subject to approval by Stafford County.
- d) Provide a narrative description (maximum of one (1) page per project) of three (3) projects that are in progress or have been completed within the past three (3) years.

- e) In the project narrative provide a summary of the project including, contract completion date, final acceptance date, original contract cost, final contract cost, number of change orders, number and detail of any claims and any unique problems encountered and solutions devised regarding the project
- f) Provide a list of additional projects along with a brief scope, project cost, and contact information. This list shall include all A&E services provided on Animal Shelters.
- g) References: Using Appendix C-2, all Offerors shall include with their Proposals a minimum of three (3) current references from projects completed in the last five (5) years. This list shall include company name, person to contact, address, telephone number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the Proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
- h) Provide a narrative describing your understand of and how you intend to accomplish the requirements.
- i) Describe your organizations quality control program and provide an example of how your quality control program saved client funds or improved the quality of the end product.
- j) Stafford County proposed contract documents and this Request for Proposals contain terms and conditions Stafford County favors and intends to use for the resultant contract. **If the Offeror wishes Stafford County to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal.** Any contractor receiving a contract award shall be required to execute a contract in substantial compliance with Stafford County Contract for Services and will be required to furnish all other required contract documents including tax identification or social security number within ten (10) days after receipt of notification that the contract is ready for signature; otherwise, Stafford County may award the contract to another Offeror.

Provide a definitive statement of intent to comply with Terms and Conditions as delineated in this RFP. If proposed Terms and Conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to terms required by law or County purchasing regulations may be grounds for disqualification of the proposal

Acknowledge and describe any proposed deviations from Scope of Services.

- k) Include requested documents such as but, not limited to: W-9 and Insurance Certificate.
- l) Proposals will be reviewed for overall quality and completeness using the criteria and scoring listed below:

(1)	Management Skills, Technical Expertise and Credentials of Project Team proposed to perform the work.	25%
(2)	Project Understanding and Experience	25%
(3)	Delivery of projects On-time and within Budget	15%
(4)	Overall quality, completeness, attention to detail, clarity and organization of Proposal	15%
(5)	Evaluation committee's personal judgement of Proposers merit to complete the overall project needs	15%

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

Once the Evaluation Committee has read and evaluated each Proposal, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals. The preliminary rating will be used to select the Proponents for further consideration—the short-list. Thereafter, the Evaluation Committee may conduct interviews and have discussions with the top ranked Proponents.

After the interviews are complete, the Evaluation Committee will finalize the rankings. County staff will conduct all subsequent negotiations and will make a recommendation to the Board of Supervisors for the approval. Contract(s) may be awarded by Stafford County to the most responsive and responsible Firm(s) whose Proposal conforms to the RFP request and is most advantageous to Stafford County. The rankings shall remain confidential until after the approval.

4.3 Litigation

In addition to any other provision of this RFP, the County may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the County, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the County will consider whether the litigation is likely to affect the Proponent's ability to work with the County, its consultants and representatives and whether the County's experience with the Proponent indicates that there is a risk the County will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.4 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.5 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

4.6 Multiple Preferred Proponents and Changes to the Proponent Team

The County reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the County may decide, and to select one or more Preferred Proponents to enter into discussions with the County for one or more Contracts to perform a portion or portions of the Services. If the County exercises its discretion to divide up the Services, the County will do so reasonably having regard for the RFP and the basis of Proposals. Likewise, the County reserves the right to ask for changes in the member/s comprising the Proponent Team as it deems beneficial to the overall composition of the Team and without any obligation to justify its preference.

In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the County that might result or be achieved from the County dividing up the Services and entering into one or more Contracts with one or more Proponents.

4.7 Negotiation of Contract and Award

If the County selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to clarify any outstanding issues and attempt to finalize the terms of the Contract(s), including financial terms. If discussions are successful, the County and the Preferred Proponent(s) will finalize the Contract(s); or
- (c) if at any time the County reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the County may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

**ARCHITECTURAL AND ENGINEERING SERVICES FOR THE
DESIGN OF THE STAFFORD COUNTY ANIMAL SHELTER**

RFP #730154

5. GENERAL CONDITIONS

5.1 No County Obligation

This RFP is not a tender and does not commit the County in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the County reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the County or its representatives and consultants, relating to or arising from this RFP. The County and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

5.4 Solicitation of Board of Supervisor Members and County Staff

Proponents and their agents will not contact any member of the County Board of Supervisors or County staff with respect to this RFP, other than the County Representative(s) named in section 2.7, at any time prior to the award of a contract or the termination of this RFP.

5.5 Confidentiality

All submissions become the property of the County and will not be returned to the Proponent. All submissions will be held in confidence by the County unless otherwise required by law. Proponents should be aware the County is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act*. All Proposals will be available for inspection by interested parties following the final selection date. If a Firm wishes that any part of their Proposal remain confidential, they should state so clearly.

5.6 Ownership of Documents

Any reports, specifications, plans, photos, GIS, CAD or other documents prepared by the Consultant in the performance of its obligations under the Contract shall be the exclusive property of the County of Stafford, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the Contract without the prior written consent of Stafford County. Documents and materials developed by the Consultant under the Contract shall be the property of County of Stafford; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. County of Stafford agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.

5.7 Construction Bidding Redesign

If all construction proposals received exceed the County's construction budget by ten percent (10%) or more, the consultant shall redesign as required to provide a facility within the budgeted funds at no additional cost to the County.

5.8 Prime Consultant Responsibilities

The Consultant(s) shall be responsible for completely supervising and directing the work under the Contract(s) and all sub-consultants that they may utilize. Sub-consultants who perform work under the Contract shall be responsible to the prime Consultant. The Consultant agrees to be fully responsible for the acts and omissions of their sub-consultants and of persons employed by them.

5.9 Cost Proposals

Based upon this RFP a Proponent may be asked to submit to the County a lump sum non-binding cost proposal to perform the work based upon their fixed hourly rates. The Cost Proposal shall contain: the estimated number of hours broken out by category of service, Consultant hourly rates for each category, a narrative describing work to be performed, estimated time for completion and all non-labor related costs. All costs to complete the task must be identified in the cost proposal. No project costs are to be considered "reimbursable" and left out of the cost proposal. The proposals shall be prepared at no cost to the County.

5.10 Responsibility for Claims and Liabilities

The County's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out the Contract. The Consultant shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents or work and Consultant is responsible for to the County for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

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**ARCHITECTURAL AND ENGINEERING SERVICES FOR THE
DESIGN OF THE STAFFORD COUNTY ANIMAL SHELTER**

RFP #730154

**APPENDIX A
SCOPE OF WORK AND SERVICES**

1. GENERAL OVERVIEW

Stafford County is requesting proposals for professional architectural services for the design and construction of a new animal shelter. The County has committed \$5.6-million in the capital improvement program (CIP) for the design and construction of this facility, inclusive of consultant fees, construction, and soft/FF&E costs.

This RFP is inviting interested firms to submit Proposals for the preparation of conceptual design, detailed design drawings and specifications, bid invitation documents and professional services during construction necessary for the construction and commissioning of a new Stafford County animal shelter.

When completed, the Project will be operated by the Sheriff's Office Animal Control Division. Consultant selection, design, and construction management will be administered by the Stafford County Department of Public Works, with assistance from Animal Control staff.

2. BACKGROUND

Stafford County currently operates animal shelter operations in a 6,000 square feet facility constructed in 1991. This facility is currently undersized for the needs of the County, was designed inefficiently for animal care, and is out of compliance with current animal shelter standards. The County is committed to constructing a new facility compliant with animal shelter regulations and capable of meeting the present and future animal shelter requirements of Stafford County for a twenty year period following commissioning.

To better define present and future shelter requirements, the County commissioned a space needs assessment, analyzing data from the last ten years. The study concluded that a facility sized at approximately 15,300 square feet will meet the needs of the County. This report is attached as Attachment 1.

The Stafford County Board of Supervisors has adopted a CIP which would place the new facility in operation in late 2017. Meeting this date is critical to our meeting previous commitments to the Department of Agriculture and Consumer Services.

The new animal shelter is to be located on County property (in the central part of Stafford near the Regional Jail and Juvenile Detention facilities. A graphic of the proposed site is included as Attachment 2.

3. OBJECTIVES

- 3.1 The design phase scope of services shall include, but is not necessarily limited to, the tasks listed below. These services shall be inclusive of the animal shelter facility, access road, site development, utilities and storm water management for this project.

A. Conceptual Design

1. Review the information contained in the previous study, and the recommendations provided therein. Suggest revisions where appropriate.
2. Initiate a pre-design meeting with County staff to familiarize all parties with your design approach and to identify issues of concern.
3. Following coordination with appropriate staff, prepare a conceptual plan/block diagram(s) upon which the facility design will be based.
4. Process comments and feedback from County staff; make revisions as appropriate.
5. Prepare a cost estimate for the concept level design.

B. Geotechnical and Survey

1. Complete the borings and analysis necessary for the design of the proposed facility. Sufficient borings or other investigation shall be performed to identify problematic soil conditions (e.g. acidic soil, shrink/swell soils, etc.) and allow for a reasonable assumption for the rock elevation in areas to be excavated. This elevation shall be identified on the plans.
2. Perform survey work necessary for the design and site plan approval process.
3. Provide control information on the site plan and bidding documents for use by the Contractor in the construction of the project.
4. Provide as-constructed survey work as required.

C. Site Layout and Site Plan Approval

1. Examine the initial site layout and location for the proposed facility. Coordinate with County regarding suggested changes in the layout based upon the conceptual/block diagram prepared previously, and the survey and geotechnical information developed previously.

2. Arrange pre-application meetings with personnel involved in the review of site plans. Become thoroughly familiar with the requirements for submitting major site plans in Stafford County.
3. Provide access road and utility designs meeting the requirements of the Virginia Department of Transportation and the Utilities Department, respectively.
4. Prepare site plan drawings and application and submit to the Stafford County Department of Planning and Community Development for processing. Attend meetings with the Technical Review Committee. Coordinate with commenting agencies and departments until approval is obtained.

D. Wetlands

1. It is the County's intent to avoid all wetland impacts for the construction of the facility. Perform a preliminary site assessment to determine if wetlands are present at the site.
2. Should wetlands be present, examine alternative site plan configurations that avoid impacts. Provide wetland delineation, verification, and permit preparation services should the selected site layout create unavoidable wetland impacts.

E. Architectural Design

1. Perform preliminary architectural services to develop the preliminary concept plan into design plans at roughly a 30% level of completeness. Provide an updated cost estimate with the preliminary design.
2. Prepare the final design, bid ready documents for the facility following County approval of the preliminary design. The facility design shall adhere to current shelter design standards, and comply with Virginia regulations. At a minimum, the design shall consider the following:
 - a. Consultation with the Owner regarding the standard of quality for the exterior and interior finishes, specialty items and equipment.
 - b. Include provisions for an expandable facility, the size of the expansion to be determined after consultation with the Owner.
 - c. Space must be adequate to house animals of all sizes typically seen at municipal animal shelters.
 - d. Include design provisions for disease, noise, and odor control.

- e. Storm water management systems, landscaping, erosion and sediment control meeting Stafford County requirements.
 - f. Exterior shall be constructed with low maintenance, functional, and attractive finishes.
 - g. Interior finishes shall be designed for low maintenance, durability, and functionality.
 - h. HVAC systems shall be designed, sized and installed in a manner which aids in disease control, as well as for easy access for filter replacement and maintenance.
 - i. Drain systems to be of adequate size, easy to use and maintain.
 - j. Facility will be connected to sewer currently serving the Regional Jail and on an adjacent parcel. Water service is available along Wyche Road, and the adjacent parcel noted previously.
 - k. The design will include provisions for, and coordination with, electrical, natural gas, and communication utilities.
 - l. Include closed circuit television system for remote monitoring and recording of shelter areas.
 - m. Sally Port will be considered, or some other method facilitating secure transfer of animals.
 - n. Provide adequate restroom areas for staff and the public, along with lockers and shower areas for staff.
 - o. In addition to shelter areas, additional features are proposed as follows: lobby, adoption display areas for dogs and cats, visitation areas (inside/outside), secure intake area, staff offices for shelter and animal control staff, isolation/quarantine wards, grooming area, veterinary room, cage separation, mechanical/equipment rooms, laundry area, storage, euthanasia facilities including crematorium unit.
 - p. Design facility with an adequately sized standby emergency generator.
- 3. Include a cost estimate with the final design.
 - 4. Final design documents will be submitted to the Stafford County Department of Public Works for review and approval to determine suitability for issuing a building permit. Approval and issuance of the building permit is predicated upon the approval of the site plan, and selection of the contractor. The County will pay for plan review

fees, while the bidding documents will require the contractor to pay building permit fees.

F. Bidding Support

1. Provide engineering support during the bidding phase in preparation of Bid Documents, responding to questions from prospective bidders, preparation of Addenda and attendance at a pre-bid meeting.
2. Prepare a recommendation to award

G. Engineering Services During Construction

1. Provide engineering services during construction to include review of shop drawings, respond to contractor requests for clarification, process change requests, project coordination and contract closeout support.
2. Provide contractor quality control services to include resident engineering, construction inspection, document management, claims and schedule control. For the purposes of this proposal, it is assumed that the Contract Documents for the general construction contract will include materials testing services for compaction, concrete quality, weld testing, etc.
3. Coordinate General Contractor and vendor training requirements with county operations staff.
4. During construction the Architectural firm shall schedule progress meetings at the site to include the Owner and Contractor, and subcontractors if required. Firm shall record meeting minutes and distribute electronically to attendees prior to next meeting.
5. Architectural firm shall make periodic visits to the construction site as required and shall be readily available to respond to questions from the County and from Contractor.
6. Architectural firm will be responsible for reviewing and recommending approving of Contractor Pay Applications, Requests for Information, Proposed Change Orders to include cost analysis with recommendations; and Submittal packages.

H. Facility Start-up

1. Prepare a start-up plan in coordination with the general contractor for the completed facility to bring it on line and transfer operational control to County staff. Coordinate plan with owner's representative and appropriate State agencies.

2. Provide requirements for comprehensive operational training for County operational staff. Assist in the transition to full operation by Stafford County personnel.
3. Coordinate with County and any state inspection personnel to obtain the Certificate to Occupy for the facility.

J. Record Documents

1. Coordinate with the General Contractor in the preparation of as-built record drawings of the completed work. Approved completed drawings shall be submitted in black-line prints, as well as in electronic (pdf) format.

4. CONSULTING TEAM AND QULIFICATIONS

The Proponent's team will consist of professionals combining skills and experience in architecture, landscape architecture, engineering (all relevant disciplines), certified professional, code consultant, cost consultant and any other specialist the Proponent may consider as appropriate to deliver the Project. Proposers shall be experienced in the designing of animal shelters. All proposals must describe experience and expertise in designing an Animal Shelter.

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**APPENDIX B
CONTRACT (DRAFT)**

**STAFFORD COUNTY
STANDARD CONTRACT FOR SERVICES**

This Contract is entered into this ____ day of _____, 20__, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. Definitions.

(a) As used in this Contract, the term “County” shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the “County” shall mean _____. (If this line is blank, the County shall mean the Board of Supervisors).

(b) As used in this Contract, the term “Contractor” shall mean:

2. Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by the County as part of the bid process.

3. Provision of Services.

(a) The contractor hereby agrees to provide the following services to the County:

(b) The time, manner and place for performance of such services shall be:

4. **Time and Essence.**

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

5. **County Obligations.**

(a) In return for the services identified above, the County shall pay the Contractor the following amounts:

[] (b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all invoices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. **Termination for Convenience of the County.**

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his/her designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Officer of Stafford County; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Office shall determine to be due under this clause, the Contractor may dispute any claim in writing to the County Administrator or his/her designee in accordance with Paragraph 15 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records.

(a) The Contractor agrees that the County or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

9. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this Section, it shall not obtain services for six months which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

[] 10. **Insurance.**

The Contractor shall maintain insurance, in the amount and form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be:

11. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

12. **Modifications or Changes to this Contract.**

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless they have received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Officer required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the

honoring of such claim or demand unless the County is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

☐ 13. **Warranties.**

☐ 14. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the County and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

15. **Disputes.**

Any dispute concerning a question of fact as a result of this Contract shall be decided by the County Administrator, or his/her designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or his/her designee, shall be final and conclusive unless the Contractor appeals the decision within six months of the date of the final written decision, by instituting legal action as provided in the Code of Virginia § 2.2-4364 (1950, as amended). The Contractor may not institute a legal action, prior to receipt of the County Administrator's, or his/her designee, decision on the claim, unless the County Administrator, or his/her designee, fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator or his/her designee, no later than 60 days after the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is

based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

16. Nondiscrimination.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

[] **17. Additional Terms and Conditions.**

18. Integration Clause.

This Contract shall constitute the whole agreement between the parties.

There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or

agreements, written or verbal, between the parties hereto.

19. Legal Status

All individuals performing work pursuant to this contract must be U.S. Citizens or possess documents that allow them to be employed and work in the United States.

20. Faith-Based Clause.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

County Representative

Title

Contractor or Duly Authorized
Representative

Title

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APPENDIX C

FORM OF PROPOSAL

1.	Appendix C-1	Signature Page
2.	Appendix C-2	Reference Form
3.	Appendix C-3	Small and Minority Business Enterprises Form
4.	Appendix C-4	Technical Proposal Schedule
5.	Appendix C-5	Contractor Eligibility Certification
6.	Appendix C-6	Statement of Disclaimer

**APPENDIX C-1
SIGNATURE PAGE**

**ARCHITECTURAL AND ENGINEERING SERVICES
STAFFORD COUNTY ANIMAL SHELTER**

RFP #

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FACSIMILE: _____

NAME & TITLE OF PERSON SUBMITTING PROPOSAL: _____

SIGNATURE: _____

APPENDIX C-2 REFERENCE FORM

REFERENCES

The Proposer is required to state, in detail, in the space provided below the experience in providing A&E Services on an Animal Shelter project. May also list additional work of a character similar to that included in the proposed Contract has done. Provide references and such other detailed information as will enable the Owner to judge the Firms responsibility, experience, skill and financial standing. Proposals from Firms inexperienced in this particular type of work will not be considered. (details to include: Project Name, Project Owner, Owner Contact Information).

The County reserves the right to request site visits and demonstrations of existing Proponent operations.

The County reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX C-3

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Purchasing Ordinance and relevant Federal and State Laws, orders and regulations, required of Stafford County to ensure that its procurement practices are non-discriminatory and promote quality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. **Small Business:**

For the purposes of this document a small business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred fifty (250) employees;
- (b) gross annual income does not exceed ten (10) million dollars;
- (c) is independently owned and operated (not subsidiary of another firm).

2. **Minority Business:**

A business entity which is operated and controlled by a minority.

- (a) The terms “operated and controlled” shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earnings of 51 percent or more of such an enterprise.
- (b) A minority person shall mean Black; Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Natives; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: YES _____ NO

Small Business Firm: YES _____ NO

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE NUMBER (OFFICE): _____

APPENDIX C-4

PROPONENT’S TECHNICAL PROPOSAL (SCHEDULE)

Proponents should provide an estimated schedule, indicating a commitment to perform the contract within the time specified. Provide a chart similar to the one below showing major items and milestones discriptions and time.

MILESTONE DATES _____

ACTIVITY	SCHEDULE IN WEEKS									
	1	2	3	4	5	6	7	8	9	10

APPENDIX C-5

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from proposing on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from proposing on contracts by any agency of the Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation

APPENDIX C-6

RE: STATEMENT OF DISCLAIMER

This is to certify that no employee, official, or elected officer of the County of Stafford has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services or stands to benefit personally from the furnishing of such goods or services as referenced above.

Firm: _____

By: _____(SEAL)

_____(SEAL)

Attest:

Secretary

Date

STATE OF VIRGINIA: To-Wit:

I, the undersigned, a Notary Public in and for the State aforesaid, whose commission as such will

expire on the _____ day of _____, 20____, do hereby certify that _____

_____ whose name(s) is (are) signed to the foregoing statement bearing

date of _____ 20____, this day personally appeared before me in the State

aforesaid and acknowledge the same before me.

GIVEN under my hand and seal this ____ day of _____, 20____ .

Notary Public